

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of 06 March 2024 by and between **Oregon State University**, 104 Kerr Admin Bldg, Corvallis, OR 97331, USA (the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User’s own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;
- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third-party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction.”; and

- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

The Subscriber may:

- deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the United States, provided that the Subscriber’s staff reviews the requests and fulfills the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and the Guidelines for the Proviso of Subsection 108(g)(2) (Final Report of the National Commission on New Technological Uses of Copyrighted Works, 1978) and such delivery is without commercial gain and not routinely or systematically provided (whether on one occasion or over a period of time) in such a manner or in such quantities as to substitute for a subscription by the receiving library or the end user.

TDM Rights Grant

The Subscriber may, subject to the use restrictions set out in this Section 1.3, for academic research purposes only:

- text and data mine the ScienceDirect Subscribed Product dataset via the agreed delivery method and load and integrate the results (the “TDM Output”) on the Subscriber’s internal system for access by Authorized Users; and
- share the TDM Output externally, subject to the following notice:
 - “© *Some rights reserved. This work permits academic research purposes only, distribution, and reproduction in any medium, provided the original author and source are credited.*”

Upon completion of the relevant text and data mining project, Subscriber will immediately and permanently delete all copies (including back-ups or otherwise) of the ScienceDirect Subscribed Product dataset, but Subscriber may retain a copy of the TDM Output for academic research purposes subject to the terms and conditions as set out in this Agreement.

The ScienceDirect Subscribed Product dataset and any TDM Output may be accessed, processed, or hosted by, third party vendors retained by the Subscriber only with the express written permission of Elsevier and solely for the purposes as set out in this Section 1.3. Subscriber will ensure that the third-party vendor will not ingest the ScienceDirect Subscribed Product dataset for any other reasons as defined in this Agreement, will keep such ScienceDirect Subscribed Product dataset secure in accordance with the terms of this Agreement, and will have no right or ability to use the ScienceDirect Subscribed Product dataset in any other product or service offering. The Subscriber shall ensure that the third-party vendor shall immediately delete the ScienceDirect Subscribed Product dataset and TDM Output from its servers upon termination or expiration of this Agreement or, if earlier, the agreement between Subscriber and the third-party vendor.

TDM Restrictions

Subscriber and its Authorized Users may not create any derivative work (including TDM Output) in a way that would compete with or have the potential to substitute and/or replicate and/or reverse engineer back to any existing Elsevier products, services and/or solutions including a substantial part thereof or otherwise commercially use or allow commercial use of the derivative work (including TDM Output).

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen or device to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyze, generate output and/or develop any form of artificial intelligence tool); except where such artificial intelligence tool is used locally in a self-hosted environment or closed hosted environment solely for use by Subscriber, is not trained or finetuned using the Subscribed Products or any part thereof, and does not share the Subscribed Product or any part thereof with a third party;
- post individual items from the Subscribed Products on social networking sites; or
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

Consistent with Section 3.2, Subscriber shall take appropriate reasonable efforts to ensure the Subscribed Products are used in accordance with this Agreement against misuse or unauthorized access. The Subscriber will not be liable for misuse or unauthorized access of the Subscribed Products by any Authorized Users provided that the misuse or unauthorized access did not result from the Subscriber's own gross negligence or willful misconduct and that the Subscriber did not permit such misuse or unauthorized access to continue after having actual notice thereof.

In the event a competent legislative body or court in the US decides that the use of Subscribed Products in combination with an artificial intelligence tool is considered fair use for Authorized Users or the Subscriber (as defined in US Code Title 17 section 107), the parties agree to assess such development and negotiate in good faith revisions of this Section 1.4, in order to remove conflicting terms.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g., CC) license.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 Access to Subscribed Products.

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands. Notwithstanding the foregoing, the parties have intentionally been silent on governing law and forum.

2.2 Quality of Service.

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 Withdrawal of Content.

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 Usage Data Reports.

Elsevier will make usage data reports on the Subscriber's usage activity available as described at <https://www.elsevier.com/librarian/usage-reports/>. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber. Elsevier will make commercially reasonable efforts to comply with the currently valid COUNTER Code of Practice.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authentication.

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users or otherwise made discoverable by those Authorized Users is not permitted.

3.2 Protection from Unauthorized Access and Use.

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;

- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third-party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- immediately deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third-party provider the Subscriber engages, in particular, if such third-party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the “Fees”) within sixty (60) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than sixty (60) days of date of invoice for the Fees due for the following year of the Term. Late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days’ prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber’s access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber’s obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. DURATION.

5.1 Term.

The term of this Agreement will commence on 01 January 2024 and continue through and including 31 December 2025 (“Initial Term”).

5.2 Renewal.

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a “Renewal Term”), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other by 1 August prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the “Term”.

5.3 Early Termination Due to Insufficient Budgetary Allotment.

The Subscriber may terminate this Agreement upon thirty (30) days’ notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. The Subscriber shall provide proof thereof in the form of a letter from the authorized representative of the Subscriber’s and/or a definitive budget decision letter from the relevant funding body. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys’ fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED “AS IS” AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party’s delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being “Force Majeure”) will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party’s financial inability to perform its obligations will in no event constitute a Force Majeure.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders or Subscriber terms, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

To the extent that the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier Privacy Policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”). The Subscriber will comply with the Data Protection Laws in providing any personal data to Elsevier. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA. Elsevier may change such terms only to the extent that such change is required to comply with the data protection laws or where such change does not have a material adverse impact on Subscriber rights or obligations and if changes are made by Elsevier not required to comply with data protection laws or unfavorable to the Subscriber, then Subscriber may terminate the Agreement upon thirty (30) days prior written notice to Elsevier .

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: Oregon State University, 104 Kerr Admin Bldg, Corvallis, OR 97331, USA.

7.8 *Compliance with Laws.*

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

Each party shall comply with all applicable laws and regulations including but not limited to [indicative] Criminal Liability of Legal Persons in the crimes of Money laundering, Terrorist financing, Bribery of national or foreign public official, Reception, Incompatible negotiation, Unfair administration, Corruption between private and misappropriation, if and to the extent that such compliance is mandatory.

7.9 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**OREGON STATE UNIVERSITY
(Subscriber)**

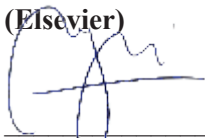
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Name: Michael J. Green

Title: vice President Finance and Administration/

**ELSEVIER B.V.
(Elsevier)**



Name: Thong Li Lim

Title: Vice President, Account Support & Tender Management

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ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1

Subscribed Products/Access/Fees

OREGON STATE UNIVERSITY

No. 1-23158241754

Subscribed Products – publisher	Access	2024	2025
ScienceDirect® online – Elsevier B.V.	sciencedirect.com		
Standard Collection			
Electronic Subscription Fee		\$535,855.20	\$549,251.58
Unique Title List		\$15,410.40	\$15,795.66
Cell Press Collection Fee		\$6,580.80	\$6,745.32
TOTAL FEES		\$557,846.40	\$571,792.56

OREGON STATE UNIVERSITY – VETERINARY MEDICINE LIBRARY

No. 1-23161967514

Subscribed Products – publisher	Access	2024	2025
ScienceDirect® online – Elsevier B.V.	sciencedirect.com		
Standard Collection			
Electronic Subscription Fee		\$7,932.00	\$8,130.30
Transferred Titles Fee		\$1,392.00	\$1,426.80
Clinics Collection Fee		\$8,472.00	\$8,683.80
TOTAL FEES		\$17,796.00	\$18,240.90

Adjustment of Fees

After the initial year of the Term, the Fees for the Subscriber’s Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)

The Subscriber’s Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions (“PPT”) upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Subscription

Journal Collection(s):

Standard Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 2020 identified on Annex A to Schedule 1.1.

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Unique Title List: Electronic access to the full text of all articles from the journal titles published since 1 January 2020 identified on Annex B to Schedule 1.1.

Option to Substitute Subscribed Titles

The Subscriber may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 (“Subscribed Titles”) with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing. The foregoing does not apply to the Cell Press Collection.

Option to Substitute Withdrawn Subscribed Titles

The Subscriber may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term (“Transferred Titles”) will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Post Termination Access to Subscribed Titles

Upon termination of all of the Subscriber’s annual subscriptions on ScienceDirect online, the Subscriber may, continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500 (adjusted annually for inflation and cost increases) for the Subscriber’s access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber’s sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online annual subscription subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

**Annex A to Schedule 1.1
Subscribed Titles**

OREGON STATE UNIVERSITY

Product ID	ISSN	Subscribed Title (online only)
00336	0001-4575	Accident Analysis & Prevention
00471	0306-4603	Addictive Behaviors
17059	2214-8604	Additive Manufacturing
02001	0309-1708	Advances in Water Resources
01001	1359-1789	Aggression and Violent Behavior
05320	0168-1923	Agricultural and Forest Meteorology
07689	0749-3797	American Journal of Preventive Medicine
05137	0003-2670	Analytica Chimica Acta
12002	0003-2697	Analytical Biochemistry
00217	0306-4549	Annals of Nuclear Energy
10148	2213-3054	Anthropocene
12633	0195-6663	Appetite
02004	0306-2619	Applied Energy
03002	0143-6228	Applied Geography
05092	0044-8486	Aquaculture
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
05256	0926-5805	Automation in Construction
02008	0006-3207	Biological Conservation
04057	1740-1445	Body Image
04092	0007-8506	CIRP Annals
02011	0144-8617	Carbohydrate Polymers
05143	0920-5861	Catalysis Today
02012	0958-9465	Cement and Concrete Composites
00352	0008-8846	Cement and Concrete Research
06002	1385-8947	Chemical Engineering Journal
05324	0009-2541	Chemical Geology
00362	0045-6535	Chemosphere
00586	0145-2134	Child Abuse & Neglect
00556	0190-7409	Children and Youth Services Review
00652	0272-7358	Clinical Psychology Review
05326	0165-232X	Cold Regions Science and Technology
05099	0168-1699	Computers and Electronics in Agriculture
00759	0747-5632	Computers in Human Behavior
03017	0950-0618	Construction and Building Materials
00662	0278-4343	Continental Shelf Research
18066	2352-250X	Current Opinion in Psychology
00489	0967-0637	Deep-Sea Research Part I: Oceanographic Research Papers
00116	0967-0645	Deep-Sea Research Part II: Topical Studies in Oceanography
13428	1936-6574	Disability and Health Journal
05328	0012-821X	Earth and Planetary Science Letters
05329	0012-8252	Earth-Science Reviews
05100	0921-8009	Ecological Economics
05102	0304-3800	Ecological Modelling
00269	0196-8904	Energy Conversion and Management
03026	0301-4215	Energy Policy
12630	2214-6296	Energy Research & Social Science
02022	0269-7491	Environmental Pollution

Product ID	ISSN	Subscribed Title (online only)
12641	0272-7714	Estuarine, Coastal and Shelf Science
05105	0165-7836	Fisheries Research
02025	0308-8146	Food Chemistry
02026	0950-3293	Food Quality and Preference
05106	0378-1127	Forest Ecology and Management
03032	0016-2361	Fuel
05107	0966-6362	Gait & Posture
00212	0016-7037	Geochimica et Cosmochimica Acta
05334	0169-555X	Geomorphology
01043	0959-3780	Global Environmental Change
05108	0926-6690	Industrial Crops and Products
05048	0141-8130	International Journal of Biological Macromolecules
08802	2212-4209	International Journal of Disaster Risk Reduction
05051	0165-0327	Journal of Affective Disorders
12643	0305-4403	Journal of Archaeological Science
18106	2352-7102	Journal of Building Engineering
12054	0021-9517	Journal of Catalysis
03052	0959-6526	Journal of Cleaner Production
03054	1050-6411	Journal of Electromyography and Kinesiology
12064	0095-0696	Journal of Environmental Economics and Management
12642	0301-4797	Journal of Environmental Management
12640	0272-4944	Journal of Environmental Psychology
05112	0022-0981	Journal of Experimental Marine Biology and Ecology
12065	0022-1031	Journal of Experimental Social Psychology
05162	0304-3894	Journal of Hazardous Materials
05344	0022-1694	Journal of Hydrology
01056	1526-6125	Journal of Manufacturing Processes
06017	0924-0136	Journal of Materials Processing Technology
05205	0022-3115	Journal of Nuclear Materials
00539	0191-8141	Journal of Structural Geology
12086	0001-8791	Journal of Vocational Behavior
05347	0377-0273	Journal of Volcanology and Geothermal Research
13450	0890-8567	Journal of the American Academy of Child & Adolescent Psychiatry
03063	0264-8377	Land Use Policy
03065	0308-597X	Marine Policy
00400	0025-326X	Marine Pollution Bulletin
02044	0964-5691	Ocean & Coastal Management
01046	1463-5003	Ocean Modelling
12100	0749-5978	Organizational Behavior and Human Decision Processes
00422	0079-6611	Progress in Oceanography
08047	0165-1781	Psychiatry Research
00636	0277-3791	Quaternary Science Reviews
07759	0034-4257	Remote Sensing of Environment
01010	1364-0321	Renewable & Sustainable Energy Reviews
05125	0921-3449	Resources, Conservation & Recycling
05127	0048-9697	Science of the Total Environment
00315	0277-9536	Social Science & Medicine
05130	0167-1987	Soil & Tillage Research
05361	0040-1951	Tectonophysics
02284	0140-6736	The Lancet
07774	0093-691X	Theriogenology
10015	1618-8667	Urban Forestry & Urban Greening

Product ID	ISSN	Subscribed Title (online only)
00404	0956-053X	Waste Management

Product ID	ISSN	Cell Press Collection Journal Title
02216	0960-9822	Current Biology

**Annex A to Schedule 1.1
Subscribed Titles**

OREGON STATE UNIVERSITY – VETERINARY MEDICINE LIBRARY

Product ID	ISSN	Subscribed Title (online only)
05509	1760-2734	Journal of Veterinary Cardiology
05123	0167-5877	Preventive Veterinary Medicine
12709	0034-5288	Research in Veterinary Science
12603	1090-0233	The Veterinary Journal

Product ID	ISSN	Clinics Collection Journal Title
13006CLN	0749-0739	Veterinary Clinics of North America: Equine Practice
13008CLN	1094-9194	Veterinary Clinics of North America: Exotic Animal Practice
13009CLN	0749-0720	Veterinary Clinics of North America: Food Animal Practice
13041CLN	0195-5616	Veterinary Clinics of North America: Small Animal Practice

**Annex B to Schedule 1.1
Journal Titles**

OREGON STATE UNIVERSITY

Product ID	ISSN	Unique Title List Journal Title
UT929		UTL Oregon State University 2024
00486	0361-3682	Accounting, Organizations and Society
00265	0005-7967	Behaviour Research and Therapy
00296	0360-1323	Building and Environment
03008	0264-2751	Cities
06008	0378-7796	Electric Power Systems Research
03027	0141-0296	Engineering Structures
12035	0013-9351	Environmental Research
03034	0016-3287	Futures
00344	0016-7185	Geoforum
07408	0740-624X	Government Information Quarterly
03092	1353-8292	Health & Place
07410	1053-4822	Human Resource Management Review
07454	0163-6383	Infant Behavior and Development
07687	0148-2963	Journal of Business Research
00366	0047-2352	Journal of Criminal Justice
07553	2949-8759	Journal of Substance Use and Addiction Treatment
05236	0375-9601	Physics Letters A
05425	0167-4730	Structural Safety
07771	0040-1625	Technological Forecasting and Social Change
00384	0160-791X	Technology in Society
00833	0197-4556	The Arts in Psychotherapy
07457	0732-3123	The Journal of Mathematical Behavior
00547	0965-8564	Transportation Research Part A: Policy and Practice
00171	1361-9209	Transportation Research Part D: Transport and Environment
00386	0305-750X	World Development

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